

III. Remarks

Claims 10-15, 17-21, 23-24, 26-27 and 29 are pending in this application. By this amendment, claims 10, 12, 15, 20-21, 23-24, 26-27 and 29 have been amended, while claims 16, 22, 25 and 28 have been cancelled. Reconsideration in view of the following remarks is respectfully requested. No new matter is believed added.

In the Office Action, the Office has rejected claims 20-23 and 28 under 35 U.S.C. 112, second paragraph. The Office has also rejected claims 10-29 under 35 U.S.C. 103(a) as being unpatentable over U.S. Patent No. 4,851,999 to Moriyama (Moriyama) in view of the publication entitled "Three Way Match Requirement for All Procurement Component Payment" (Three Way Match).

With respect to the rejection of claims 20-23 and 28 under 35 U.S.C. 112, second paragraph, Applicants submit that the above amendments to claims 20, 21 and 23 and cancellation of claims 22 and 28 remedy the rejection.

With respect to the rejection of claims 10-29 under 35 U.S.C. 103(a), Applicants reiterate their position that the Office appears to improperly refer to three distinct references as Three Way Match. This position was raised in the After Final Response filed February 19, 2003, but was not addressed by the Office. In general, Three Way Match comprises a two page publication as found at www.finance.state.mn.us/agencyapps/mapsdocs/opsman/pdf/08section/0803-05.pdf that includes a date of June 29, 1995, used by the Office as an apparent publication date. However, the Office also apparently utilizes two additional publications that have not been made of record on a form PTO-892 along with Three Way Match. One reference comprises a three page publication titled "Paying a CSO DOC Type" as found at www.mmd.admin.state.mn.us/pay.htm

(Paying a CSO). The second reference comprises a three page publication titled "Create A Central Stores Order for Stocked Merchandise" as found at www.mmd.admin.state.mn.us/stock.htm (Stocked Merchandise).

Applicants respectfully submit that there is insufficient evidence to properly consider Paying a CSO and Stocked Merchandise as prior art. Specifically, Applicants have re-attached printouts of search results returned when the three references were sought on the State of Minnesota's web site as Exhibit A. The search results include what appears to be the date that each publication was first posted to the Minnesota web site. As could be seen, Paying a CSO and Stocked Merchandise both include an apparent posting date of February 2, 2001, which is well after the filing of the present application. The Office obtained these references by accessing the Internet web site for the State of Minnesota on April 17, 2002, and the Office has not provided any further evidence of an earlier publication of these references. As a result, Applicants respectfully submit that Paying a CSO and Stocked Merchandise cannot properly be considered prior art by the Office. See MPEP 2128.

Should the Office nevertheless determine that Paying a CSO and Stocked Merchandise are properly considered prior art, Applicants reiterate their previous request that the two references be made part of the record by the issuance of a form PTO-892 listing Paying a CSO and Stocked Merchandise.

Even if the Office continues to utilize Paying a CSO and Stocked Merchandise as prior art references, Applicants respectfully traverse the rejection of claims 10-29 made under 35 U.S.C. 103(a). Specifically, to establish a *prima facie* case of obviousness, three basic criteria must be met. First, there must be some suggestion or motivation, either in the references

themselves or in the knowledge generally available to one of ordinary skill in the art, to modify the references or to combine the teachings. Second there must be a reasonable expectation of success. Third the prior art reference (or references when combined) must teach or suggest all of the claim limitations. See MPEP 706.02(j).

Applicants first respectfully submit that there is no suggestion or motivation for combining the references. For example, Moriyama relates to a general purpose management system. There is no mention anywhere in Moriyama of matching a new GRR with an unmatched invoice, let alone performing a logical three-way match. To this extent, one of ordinary skill in the art would not have any suggestion or motivation for combining the teachings of Moriyama with Three Way Match. As such, Applicants respectfully request withdrawal of the above-referenced rejection of claims 10-29 under 35 U.S.C. 103(a).

Even if, *arugendo*, the Office maintains that there is motivation for combining the references, Applicants respectfully submit that the cited combination of art fails to teach each and every feature of the claimed invention. First, the Office alleges that Moriyama teaches providing one or more unmatched invoices, periodically inquiring to determine if a new goods receipt invoice is present and performing logical operations. To support these assertions, the Office points to column 3, lines 30-51 of Moriyama. However, after carefully reviewing this portion of Moriyama, Applicants fail to observe where Moriyama in fact teaches such features. For example, Applicants fail see where Moriyama teaches or suggests periodically inquiring whether a new GRR is present.

Furthermore, the cited combination of art fails to teach or suggest the precise logical three-way match process of the claimed invention. Specifically, under the claimed invention, a

logical match exists if one of the following is true: “(1) the GRR numbers match, the unit prices match, and the quantity on the GRR is greater than or equal to the quantity on the unmatched invoice; (2) no match was found for (1), and the GRR numbers match and the quantity on the GRR is greater than or equal to the quantity on the unmatched invoice; (3) no match was found for (1) and (2), and the unit prices match and the quantity on the GRR is greater than or equal to the quantity on the unmatched invoice; and (4) no match was found for (1), (2) and (3), and the quantity on the GRR is greater than or equal to the quantity on the unmatched invoice and the unmatched invoice is the oldest unmatched invoice.” These specific criteria for finding a logical match are entirely absent from all of the cited art references. For example, Paying a CSO fails to discuss matching an invoice with a purchase order by comparing unit price or quantity. In Paying a CSO, any comparison between unit price and quantity on the invoice and purchase order is performed *after* the invoice and purchase order have already been matched. For example, in step 2 of Paying a CSO, an invoice header is created that includes, *inter alia*, an order number. In step 4, two options are presented based on whether the invoice matches data in the purchase order. The fact that the new invoice and purchase order are matched before step 4 is implicit with the ability to compare data on the invoice with that of the purchase order. Since only the order number was entered prior to Step 4, the invoice and purchase order must be matched using only the order number, and no comparison between unit price or quantity could have been made to make this match. These glaring deficiencies are not remedied by Moriyama, Three Way Match or Stocked Merchandise.

In addition, the cited combination of art fails to teach the transfer of a matched invoice (i.e., matched based on the claimed three-way match process) and its corresponding logical result

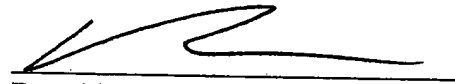
to the database tool. In an attempt to show these features, the Office has again referred to column 3, lines 40-47 of Moriyama. However, similar to the other alleged teachings, Applicants have failed to find this claimed feature in Moriyama, Three Way Match, Stocked Merchandise or Paying a CSO.

In further support of their position that the cited combination of art fails to teach each and every feature of the claimed invention, Applicants reiterate the distinctions pointed out in the After Final Response filed February 19, 2003. For example, regarding Paying a CSO, Applicants initially note that Paying a CSO does not explicitly or implicitly discuss goods received receipts. As a result, this reference cannot disclose “performing a logical three-way match between each said invoice, **said one or more goods received receipts**, and said one or more purchase orders.” As mentioned above, the discussion in Paying a CSO is limited to steps for creating an invoice (steps 2-9) by comparing the invoice data with data on a purchase order, and authorizing payment for the invoice (steps 10-13).

Accordingly, because the cited combination of art fails to teach each and every feature of the claimed invention, Applicants respectfully request withdrawal of the above-referenced rejection made under 35 U.S.C. 103(a).

In light of the above, Applicants respectfully submit that all claims are in condition for allowance. Should the Examiner require anything further to place the application in better condition for allowance, the Examiner is invited to contact Applicants' undersigned representative at the number listed below.

Respectfully submitted,



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